



# **CITY OF GALLUP**

City of Gallup, New Mexico  
Purchasing Division  
P.O. Box 1270  
Gallup, New Mexico 87305-1270  
Office: (505) 863-1232  
Fax: (505) 722-5133  
[gallupnm.gov/purchasing](http://gallupnm.gov/purchasing)

## **INVITATION TO BID FORMAL BID NO NO. 1313**

### **Plant Mix Bituminous Pavement (PMBP) Multi-Term Contract**

**ISSUE DATE: September 30, 2013**  
**BID OPENING DATE: October 23, 2013**  
**BID OPENING TIME: 2:00 p.m. Local Time**

**Vendor Name**  
**Vendor Address**

#### **Notes:**

Quantities may be increased or decreased  
within reasonable amounts

F.O.B. Point : Destination

Payment Terms: Net 30, unless otherwise stated

## ACKNOWLEDGMENT OF RECEIPT OF BID

### Formal Bid No. 1313

#### Plant Mix Bituminous Pavement

In acknowledgment of receipt of this BID the undersigned agrees that they have received a complete copy of this Bid consisting of thirty-eight (38) pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on October 11, 2013. **Only potential bidders who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all bidder written questions and the City's written responses to those questions as well as Bid Amendments, if any are issued.**

FIRM DOES DOES NOT (Circle one) intend to respond to this Formal Bid.

FIRM:\_\_\_\_\_

REPRESENTED BY:\_\_\_\_\_

TITLE:\_\_\_\_\_ PHONE NO.:\_\_\_\_\_

FAX NO.:\_\_\_\_\_

ADDRESS:\_\_\_\_\_

CITY:\_\_\_\_\_ STATE:\_\_\_\_\_ ZIP CODE :\_\_\_\_\_

SIGNATURE:\_\_\_\_\_

DATE:\_\_\_\_\_

EMAIL:\_\_\_\_\_

The above name and address will be used for all correspondence related to the Formal Bid.

Return this form by fax or email to: City of Gallup Purchasing Department  
Ronald M. Caviggia  
P.O. Box 1270  
Gallup, New Mexico 87305  
(505) 863-1235  
(505) 722-5133 Fax  
Email: [rcaviggia@ci.gallup.nm.us](mailto:rcaviggia@ci.gallup.nm.us)

**Please return this form no later than October 11, 2013**

## GENERAL CONDITIONS

### FORMAL BID NO. 1313

**SEALED BIDS:** All bids must be submitted in a sealed envelope and shall not be opened and considered if they are not received at the City of Gallup Purchasing Department, Municipal Building, 110 West Aztec, Gallup, New Mexico 87301 (mailing address: City of Gallup Purchasing Department; Municipal Building; P.O. Box 1270; Gallup, New Mexico 87305) prior to the time specified for the Bid Opening. All sealed bids must be submitted on the Bid Document Originals or Forms, or reasonable facsimile, furnished by the City of Gallup. All bids must be signed by a responsible and authorized person for the bidding firm. Each bidder must also fill-in areas for Delivery Date and Payment Terms; failure to do so may result in disqualification of their respective bid. NOTE: Fax or electronically transmitted Bids are NOT accepted on the City of Gallup **Formal Bids**. Bids submitted after the Bid Opening date and time will not be considered and will be returned unopened. Bids will be opened in the Purchasing Department Conference Room.

#### Physical Address

City of Gallup Municipal Building  
Purchasing Department  
110 West Aztec  
Gallup, NM 87301

#### Mailing Address

City of Gallup Municipal Building  
Purchasing Department  
P.O. Box 1270  
Gallup, NM 87305

**BID OPENING DATE AND TIME:** Bids shall be received until October 23, 2013 at 2:00 P.M. local time.

**MAILING:** Bidder to utilize the City's self-addressed label on their return mailing envelope or package. If sent by overnight method (Federal-Express, UPS Next Day Air etc.) please **note bid number on exterior of envelope**. Failure to do so will not constitute a liability on the City if the Bid is misplaced or lost.

**Please return two sets of the Invitation to Bid packages to the Purchasing Department, the original and a photo copy.**

**SPECIFICATIONS:** Specifications and Scope of Work as included in this Bid are intended to indicate the requirements of the City of Gallup and give an accurate description of minimum standards acceptable. All items equal or equivalent to these requirements and standards will be considered, except where otherwise noted.

**MINOR DEVIATIONS OR IRREGULARITIES:** The City reserves the right to accept **minor** modifications to or deviations from any specification, except where otherwise noted, as long as the proposed material meets the intent of the specifications. The City will be the sole entity to determine the acceptance or non-acceptance of any such modifications or deviations.

**EQUIVALENTS:** Equals or equivalents to these specifications will be considered provided Bidder furnishes sufficient proof that their offer meets or exceeds the intent of these specifications, unless the specifications state that no substitutions or equivalents are allowed. Failure to submit sufficient data/literature to allow a thorough evaluation of your bid may be cause for rejection of your bid. Therefore, include copies of all pertinent data, specifications, or descriptive literature. The City will be the sole entity to determine the acceptance or non-acceptance of any modifications or deviations. The acceptance or rejection of equivalents shall be determined solely by the City of Gallup.

**NEW EQUIPMENT:** Unless otherwise stated all goods or material must be new and the latest in production.

**WARRANTY:** Offeror agrees that all Manufacturer's Warranties shall inure to the benefit of the City and all rights and remedies provided in such warranties shall extend to the City

**MODIFICATIONS:** The City reserves the right to accept **minor** modifications to or deviations from any specification, except where otherwise noted, as long as the proposed material meets the intent of the specifications. The City will be the sole entity to determine the acceptance or non-acceptance of any modifications or deviations.

**BRAND NAMES:** Where a product or brand name is indicated in the specifications, it shall mean "minimum acceptable level or minimum quality required" by the City unless the specifications state that no substitutions or equivalents are allowed. If the Bidder is offering, as an equal or equivalent, an item other than the one specified then the manufacturer's name and model number of that item must be specified in the offer and sufficient specification and descriptive data and literature provided to permit a thorough evaluation. Failure to provide appropriate information may result in disqualification of the offer.

Bidders must state the brand name and model being bid and provide proof that the merchandise bid is **equal or equivalent** to the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the Bid Schedule.

**FORMS COMPLETION:** Bidders to indicate compliance or exception to specifications. Exceptions to the specifications shall be listed and fully explained on a separate page entitled Aexceptions to specifications. The exceptions shall refer to the specification page and paragraph number the nature of each exception should be described in as much detail as necessary. Failure to do so may be reason to reject your bid.

**STANDARD OF QUALITY:** The similarity to any brand name is for the purpose of describing a standard of quality, performance and characteristics desired and not intended to limit or restrict competition. Bidders must state the brand name and model being bid and provide proof that the merchandise bid is **equal or equivalent** to the specifications. The City shall be the sole entity to determine acceptance or non-acceptance of equivalents.

**COMPETENCY OF BIDDER:** Bids will be considered only from firms which are regularly engaged in providing the type of materials described in the bid and who can provide evidence that they have established a satisfactory record of performance to insure they can execute the requirements as stated herein. Any determination as to competency shall be made by appropriate City staff.

**DELIVERY:** Will be an important part in awarding the Bid. If a vendor breaches his contract by failing to deliver according to the time specified in the bid, the City of Gallup reserves the right to cancel the contract and to recover from the vendor any damages it suffers because of said breach.

**NON-CONFORMING MATERIAL:** If the City of Gallup issues a Purchase Order and upon receipt the material does not meet the Specifications, the City will return the material Freight Collect, and at its option cancel the order and recover from the vendor any damages suffered.

**BILLING:** All goods or services must be billed to the City of Gallup and at prices not exceeding those stated on the Purchase Order. If prices or terms do not agree with your quotation, notify the Purchasing Department immediately.

**PAYMENT OR ACCEPTANCE NOT CONCLUSIVE:** Vendor will supply the City with invoice for payment. No payment made under this contract shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the Bidder from corrections of the defects. The final acceptance shall not be binding upon the City, nor conclusive, should it subsequently develop the Bidder has furnished inferior items or had departed from the specifications and/or the terms of the



contract. Should such conditions become evident, the City shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Bidder.

**F.O.B. POINT:** All material shall be quoted F.O.B. **DESTINATION**, Freight Prepaid and Allowed. Bidders are cautioned that quoting material other than F.O.B. Destination may result in a finding of their bids as Non-responsive. City of Gallup Ordinances and State Law do not allow the City to own tangible goods or payment for services prior to receiving to said goods or prior to service being rendered.

**PRICE TERMS:** Bidder agrees that the prices bid shall remain in effect for **45** days from the date of the Bid Opening and subject to acceptance by the City of Gallup within that period. Acceptance period may be extended with the mutual agreement of the City and the Bidder.

**PERMITS AND LICENSES:** Contractor shall be licensed for the work required, and shall obtain all necessary permits and additional licenses required, and pay any fees. Bidders are notified that a City of Gallup business license is required.

**CANCELLATION:** The City reserves the right to cancel any contract resulting from this request for convenience by giving written notice to the vendor. The City shall be liable to the vendor for any services provided or material ordered and/or accepted prior to termination.

If the vendor fails to fulfill any obligation resulting from this contract in a timely and responsive manner, or if the vendor violates any of the terms of this contract, the City shall have the right to cancel the contract by giving written notice of cancellation to the vendor and recover from the vendor any damages resulting from vendor's failure to perform.

**LOCAL AND RESIDENT PREFERENCE:** In accordance with City Ordinance, a local preference may be afforded a bidder who qualifies as a City of Gallup resident business as defined by the City of Gallup Procurement Ordinance. Preference factors can be accessed at :  
<http://www.sterlingcodifiers.com/NM/Gallup/index.htm>

The State of New Mexico and the City of Gallup also grant a preference for qualified New Mexico Resident Businesses or Resident Veterans Businesses certified by the State of New Mexico Department of Taxation and Revenue, in accordance with Sections 13-1-21 to 13-1-22 NMSA 1978 . **You must furnish a copy of your State of New Mexico Resident Business or Resident Veterans Business Certificate with your bid to be considered for the in-state preference.** For information on State of New Mexico resident business or Resident Veterans Business certification call 505-827-0951 or to download applications, go to: [www.tax.newmexico.gov](http://www.tax.newmexico.gov) , select "Forms and Publications" and click on "Recently Updated".

The applicable City of Gallup Resident Business preference or State of New Mexico Resident Bidder's or Veteran's Preference will be factored into bid prices where applicable. However, preferences are not cumulative and a bidder will receive only one preference

**AMENDMENTS:** If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person for technical information, offerors are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Purchasing Office. For a determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Office.

**CONTACT INFORMATION:** Written Questions or clarifications regarding any phase of this solicitation, including specifications, shall be directed in writing to: Ronald Caviggia, Purchasing Agent, P.O. Box 1270,

Gallup, New Mexico 87305; Telephone: (505)863-1235; Facsimile: (505)722-5133; Email: [rcaviggia@ci.gallup.nm.us](mailto:rcaviggia@ci.gallup.nm.us), who shall be the sole point of contact for this bid. Questions submitted less than 7 days prior to bid opening, or after October 15, 2013 may not be addressed

**PROTESTS:** Any bidder or offeror who is aggrieved in connection with any phase of a solicitation or award of a contract may protest to the central purchasing office. The protest must be submitted in writing within seven (7) calendar days after knowledge of the facts or occurrences giving rise thereto, state the grounds for the protest, and the relief requested.

**TOTAL ALL OR NONE:** Material on this Bid will be awarded through a Multiple Source award on an all or none basis. If no responsive all or none offers are received, the City reserves the right to award the Bid in whatever it deems to be in its best interest.

**AWARD:** The award, if made, shall be made to the lowest responsible Bidder(s) submitting a responsive Bid, that is most advantageous to the public. The City may award this bid as a Multiple Source award if doing so is in its best interest.

The City reserves the right to reject any or all Bids. Bids may be rejected for, among other reasons:

- Bids containing any irregularities.
- Unbalanced value of any items.
- Reason for believing collusion exists among the Bidders.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract; or within the past three years been formally debarred in the State of New Mexico or any other jurisdiction; or whose license has been suspended or revoked by the appropriate licensing authority
- Lack of responsibility as may be revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

**PROCUREMENT CODE VIOLATIONS:** The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

THE CITY OF GALLUP RESERVES THE RIGHT TO CANCEL THE BID, OR REJECT ANY OR ALL BIDS IN WHOLE OR IN PART, TO WAIVE MINOR IREEGULARITIES OR TECHNICALITIES IN THE BID, AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTEREST OF THE CITY.

**SUPPLEMENTAL TERMS AND CONDITIONS**  
**FORMAL BID NO. 1313**

**ELECTRONIC COMMUNICATIONS:** Communications regarding this procurement, including issuance of any amendments, may be conducted by electronic means (e-mail or fax). However, electronic submittals of the Bid whether by fax or other electronic means are not acceptable as noted in the General Conditions.

**UNIT PRICES:** Typographical errors, errors in extending unit prices, arithmetic errors or errors clearly evident on the face of the bid document may be corrected in accordance with the Procurement Ordinance and Procurement Regulations. Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices as unit prices cannot be corrected.

**TAXES:** All bid prices shall be quoted EXCLUSIVE of taxes. Taxes, where applicable, shall be invoiced as a separate line item.

**CONTRACT TERM:** This is an indefinite quantity contract of from date of acceptance through **June 30, 2014**, and shall automatically renew for four (4) additional one (1) year periods through **June 30, 2018** unless sooner terminated in accordance with the general conditions of this bid. If the lowest qualified bidder is unable to fulfill an order the City reserves the right to cancel the request and order from the next lowest bidder.

**QUANTITIES:** This is an indefinite quantity contract from which the City may place orders on an as needed basis. Quantities listed are estimates of the City's needs on an annual basis. Actual usage may vary. The City does not guarantee the purchase of any specific minimum quantities, nor may any material be shipped or delivered without a valid purchase order number issued by the City.

Should a bidder be unable or unwilling to furnish the requested materials, the City reserves the right to surpass the terms of the bid and purchase the materials on the open market at the best available price.

**ESCALATION CLAUSE:** An Escalation Clause is used as part of the Bid Proposal in accordance with the terms of the Escalation Clause on **Page 9** of this bid.

**EXISTING AGREEMENT:** Under the terms and conditions of this Bid all public bodies allowed by law may procure the supplies or services under this Bid as described herein. The terms and conditions of this Bid shall form a part of each order issued herein. Each public body shall be responsible for their own orders and the City of Gallup accepts no responsibility for other entities.

**ACKNOWLEDGEMENT OF RECEIPT:** The Acknowledgment of Receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on **October 11, 2013**. **Only potential bidders who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all written questions and the City's written responses to those questions as well as copies of Amendments, if any are issued.**

**BID DOCUMENTS:** Bid documents may be retrieved by accessing the Purchasing page of the City of Gallup website, [www.gallupnm.gov/purchasing](http://www.gallupnm.gov/purchasing), by calling (505) 863-1232 or visiting the Central Purchasing Office at 110 West Aztec, Gallup, NM 87301.

The City of Gallup will notify bidders of record of amendments/addenda that are issued. If you are not a bidder of record for the solicitation, or if you have downloaded a copy of a solicitation from our website it shall be your responsibility to check our website frequently for copies of any addenda/amendments or correspondence concerning the solicitation. Failure to acknowledge all addenda could result in rejection of your bid/proposal as non-responsive. In the case of an inconsistency between information on this site and the Purchasing file document, the file document shall prevail.

## **NOTICE TO BIDDERS**

As of October 5, 2011 applications for Resident New Mexico in-state bidders will no longer be processed through the State Purchasing Division. All resident business and contractors will have to obtain a new preference number with the New Mexico Department of Taxation and Revenue as of January 1, 2012.

**It will be the sole responsibility of the Bidders requesting consideration for the New Mexico Resident Bidders Preference to obtain approval and a certification from the New Mexico Department of Taxation & Revenue prior to the bid opening date. You must furnish a copy of the Resident Bidders Certificate with your bid in order to be considered for the in-state preference.**

**As of July 1, 2012 a New Mexico Resident Veteran's Business preference number may be obtained from the New Mexico Department Taxation and Revenue Department. In order to be considered for the New Mexico Veteran's Contractor preference a copy of the Certificate must be included with your bid as per Sections 13-1-22 (A) NMSA 1978.**

For additional information please call 505-827-0951, or to download applications log on at: [WWW.TAX.NEWMEXICO.GOV](http://WWW.TAX.NEWMEXICO.GOV) , select "Forms and Publications" and click on "Recently updated".

CITY OF GALLUP  
FORMAL BID NO. 1313

**ESCALATION CLAUSE**

Price escalations may be considered only under the following conditions:

- A. . Offered prices must be firm for at least ninety (90) calendar days after written notification of contract.
- B. All requests for price increases shall be in writing and accompanied by:
  - 1.) a letter from the Contractor's supplier certifying the price increase to the Contractor; or
  - 2) evidence of verifiable market conditions resulting in increased costs such as mandated labor rate increases and significant fuel or energy cost increases.
- C. All invoices of the offered items, from suppliers to the Offeror, shall be subject to auditing by the City and furnished without delay upon request.
- D. The City reserves the right to purchase on the open market, or cancel a contract resulting from this request and solicit a new contract, if the escalated price is above the current open market price for the same material. Cancellation of the contract shall not affect any outstanding orders.
- E. All revisions of the price list shall become effective when they are accepted by the Purchasing Office of the City, provided that they do not conflict with paragraph (F) or (G).
- F. All approved price changes resulting from this escalation clause shall be firm for a period of ninety (90) calendar days after acceptance in writing from the City.
- G. The Offeror shall be limited to a maximum of one (1) price escalations per contract period unless otherwise specified in this request.
- H. The Offeror shall provide to the City written notice of any requested price changes, which shall become effective upon acceptance by the City of Gallup Purchasing Office.
- I. If the Offeror receives any price de-escalations from the supplier of goods sold to the City through a contract resulting from this request, the Offeror is responsible for notifying the City of such de-escalations, and passing those price changes on to the City immediately.

CITY OF GALLUP  
FORMAL BID NO. 1313

**ADDITIONAL TERMS AND CONDITIONS**

1. GENERAL. When the City of Gallup Purchasing Department issues a purchase document in response to the Vendors bid, a binding contract is created.

2. FORM OF SUBMISSION. Bid Offers shall be made on Bid Offer Forms, or reasonable facsimilies, furnished by City of Gallup. Bidders are requested to provide one (1) original and one (1) copy of the Bid. The outside package should identify the Project Name, Bid Number, Bid Opening Date and Name of Bidder. Any costs associated with a bid submission shall be borne by the bidder. The City will not be liable for any costs incurred by the bidder in responding to this solicitation.

3. DEBARRED OR SUSPENDED CONTRACTORS. A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of .13-1-177 through .13-1-180, and .13-4-11 through .13-4-17 NMSA 1978 as amended, shall not be permitted to do business with City of Gallup and shall not be considered for award of the contract during the period for which it is debarred or suspended.

4. ASSIGNMENT.

A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as expressly authorized in writing by the City of Gallup Procurement Administrator. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City of Gallup as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City of Gallup.

5. DISCOUNTS. Except in the case of tie bids, prompt payment discounts will not be considered in computing the low bid. Discounts for payment will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.

6. INSPECTION. Final inspection and acceptance will be made at the site. Goods rejected at the site for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.

7. INSPECTION OF PLANT. The City of Gallup Procurement Administrator may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. LIABILITY. The Vendor agrees that City of Gallup shall not be held liable for any costs incurred in preparation of this bid.

**9. The bid prices shall exclude all taxes. Wherever requested in bid response, Vendor shall submit taxes on total bid as a separate unit item. Bids shall be awarded on unit price without regard of tax.**

10. DEFAULT. The City of Gallup reserves the right to cancel all or any part of this order without cost to the City of Gallup, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess costs if failure to perform the order arises out of causes beyond the

control and without the fault or negligence of the Vendor, such causes include but are not restricted to acts of God or the public enemy, acts of the State or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and defaults of subcontractors due to any of the above, unless the City of Gallup shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule. The rights and remedies of the City of Gallup provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

11. NON-COLLUSION. In, signing this bid, the Vendor certifies that he/she has not, either directly or indirectly, entered into any action in constraint of free competitive bidding in connection with this proposal submitted to the City of Gallup Procurement Administrator.

12. NON-DISCRIMINATION. Vendors doing business with City of Gallup must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev.,1979), and the Americans Disabilities Act of 1990. (Public Law 101-336).

13. METHOD OF AWARD. A contract may be awarded by Multiple Source award. City of Gallup reserves the right to waive irregularities, reject offers in whole or in part, and award this Bid in the best interest of the City of Gallup.

14. RIGHT TO DISCONTINUE PROCUREMENT. The City of Gallup reserves the right to cancel this INVITATION TO BID at any time, and to reject any or all bids, or otherwise to proceed in the best interests of the City of Gallup. This in no manner obligates the City of Gallup or any of its agencies to the eventual purchase of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.

15. F.O.B. POINT: All material shall be quoted F.O.B. DESTINATION, Freight Prepaid. Bidders are cautioned that quoting material other than F.O.B. Destination may result in a finding of their bids as Non-responsive. City of Gallup Ordinances and State Law do not allow the City to own tangible goods or for services prior to receiving said good or prior to service being rendered.

16. LATE BIDS. Any bid received after the specified time and date will be declared a "Late Bid" and will NOT be considered.

17. SPECIAL INSTRUCTIONS. A. To preclude possible errors and/or misinterpretations, bid prices must be affixed LEGIBLY in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid.

A. Bidders shall hold their bid pricing for 45 days after bid opening.

18. EXISTING AGREEMENT. Under the terms and conditions of this Bid all public bodies allowed by law may procure the supplies or services under this Bid as described herein. The terms and conditions of this Bid shall form a part of each order issued herein, but each public body shall be responsible for their own orders.

## **SPECIAL TERMS AND CONDITIONS:**

### **1A. LAWS / CODES / STANDARDS / REGULATIONS:**

Contractor will be responsible for complying with all applicable local, state and federal regulations regarding transportation of materials, as well as all fees, permits and/or authorization required for delivery. Contractor will provide all supervision of employees required and be responsible for maintenance, insurance, mileage, fuel, permits, licenses, etc. required for the operation of the vehicles or equipment used for transportation. These requirements and all associated costs for providing the services shall be included in the bid price.

Equipment and services supplied under this solicitation shall meet and comply with all current applicable Federal, State, and local laws, codes, standards, and regulations, and applicable industry safety standards and requirements.

The Contractor shall be properly licensed and qualified to furnish services and to perform the required work under applicable licensing statutes of the State of New Mexico and other applicable regulatory agencies. Contractor shall comply with all applicable Federal, State and local government codes, laws, regulations, and requirements in the performance of the work described herein.

### **1B. INDEPENDENT CONTRACTOR.**

The bidder awarded a agreement under this solicitation is an independent contractor and shall perform its obligations under this agreement, as it deems necessary and appropriate. The successful Contractor and its officers, directors, agents and employees, are independent contractors performing services for the City of Gallup and are not employees of the City of Gallup. The successful Contractor, and its officers, directors, agents, and employees, shall not accrue leave, retirement, insurance bonding, use of City of Gallup vehicles or any other benefits afforded to employees of the City of Gallup. The successful Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the required services.

### **1C. INDEMNITY.**

The Contractor agrees, as material consideration for this Agreement, to defend, indemnify, and hold harmless the City of Gallup, its Elected Officials, Agents, and employees from and against any and all claims arising out of any asserted negligent act, error or omission of the Contractor, its officers, directors, employees or agents or arising in any way from this agreement or the Contractor's activities hereunder. The indemnity agreed to in this paragraph shall not extend to liabilities, claims, damages, losses or expenses, including attorney fees arising out of: The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the City of Gallup, or the agents or employees of the City of Gallup, or the giving of or the failure to give directions or instructions by the City of Gallup, or the agents or employees of the City of Gallup, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

### **1D. TERMINATION OF CONTRACT:**

In the event of a breach on any provision of the Agreement, the City of Gallup shall notify the Contractor of the fault within a reasonable time. If the Contractor fails to cure the breach or make other arrangements satisfactory to the City of Gallup, the City of Gallup may immediately terminate the Price Agreement or take other steps, as it deems necessary. Safety related items must be corrected within twenty-four (24) hours. The Contractor shall pay the City of Gallup all costs and expenses, including reasonable attorney's fees incurred by the City of Gallup, in exercising any of its rights or remedies in connection with enforcement of the Agreement.



The City of Gallup may terminate this Agreement for Convenience at any time, without penalty of any kind, by giving notice in writing to the Contractor. Said termination shall not nullify any payments due contractor for costs and work completed incurred through the date of termination.

#### 1E APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient monies being made available by the City of Gallup for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

#### 1F. GOVERNING LAW.

The contract awarded to a Contractor as a result of this solicitation shall be governed in accordance with the laws of the State of New Mexico and the City of Gallup Ordinances.

## Resident Veterans Preference Certification

Formal Bid No. 1313

(This Form Must be submitted with your bid if you are certified as a New Mexico Resident Veterans business)

\_\_\_\_\_(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22, NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
Date

\*Must be an authorized signatory for the Business

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

**SPECIFICATIONS**  
**FORMAL BID NO. 1313**

PLANT MIX BITUMINOUS PAVEMENT (ASPHALTIC CONCRETE): This product shall comply with Section 420–Plant Mix Bituminous Pavement of the 2000 Edition of the New Mexico State Highway and Transportation Department (NMSHTD) Standard Specifications for Highway and Bridge Construction (SSHBC), a copy is made a part of these Specifications.

1. Supplied product, including all components (materials and applicable construction requirements) shall conform with the 2000 Edition of the New Mexico State Highway and Transportation Department (NMSHTD) Standard Specifications for Highway and Bridge Construction (SSHBC), by reference with certain portions presented herein.
2. All reference to “District Engineer”, “District Construction Engineer”, “Project Manager”, “Central Materials Laboratory” shall be replaced by “City Engineer”.
3. Revisions to the specifications by NMSHTD will be incorporated into this contract as they are adopted by the NMSHTD.
4. Materials similar or related in nature may be added to the contract with the mutual concurrence of the City and the Contractor as to specifications, terms and pricing.
5. PLANT LOCATION: Contractor's plant where materials are produced shall be located within a 70 mile radius of the City of Gallup Corporate Limits.
6. The City anticipates, weather permitting, to commence paving streets each year in April. Contractor must have plant fired-up for delivery of the Plant Mix Bituminous Pavement (Hot Mix) as required. Contractor’s plant shall be located within a seventy (70) mile radius of the City of Gallup Limits.
7. It is anticipated that most of the materials requested will be picked up by City vehicles at the Contractor’s plant site. However, materials are occasionally ordered in bulk for delivery to the jobsite.

NEW MEXICO DEPARTMENT OF TRANSPORTATION  
SUPPLEMENTAL SPECIFICATIONS FOR

**PLANT-MIX BITUMINOUS PAVEMENT (DENSE-GRADED A, B, C, D - NON QC/QA)**  
**SECTION 420**

All pertinent provisions of the New Mexico Department Of Transportation's Standard Specifications For Highway And Bridge Construction shall apply in addition to the following:

Delete SECTION 420 - PLANT-MIX BITUMINOUS PAVEMENT (DENSE-GRADED A, B, C, D) in its entirety and substitute the following:

**420.1 DESCRIPTION.**

**420.11** This work shall consist of constructing one or more courses of plant-mix bituminous pavement (PMBP) on a prepared base. PMBP shall be composed of a mixture of bituminous material, aggregate, blending sand, mineral filler, and hydrated lime if required. Reclaimed Asphalt Pavement (RAP) will be permitted in all PMBP mixtures, unless otherwise prohibited in the contract, provided that the resulting mixture conforms to all specification requirements. The aggregate fractions shall be sized and uniformly graded and combined in such proportions as directed by the Department.

**420.2 MATERIALS.**

**420.21** All materials shall be tested in accordance with applicable AASHTO methods, as modified by the Department when applicable, or other test procedures designated by the Department. The State Materials Bureau shall decide all questions pertaining to the interpretation of test procedures. Material that is improperly graded or segregated, or fails to meet the requirements herein provided, shall be corrected or removed and disposed of immediately as directed by the Project Manager, at no additional cost to the Department.

**420.22 Aggregate Gradation.** The aggregate gradation of the plant produced PMBP mixture shall meet the requirements of Table 420-A. At no additional cost to the Department, wet preparation, per AASHTO T 146 (Method A), shall be required by the Project Manager if the Project Manager believes that deleterious materials are present in the aggregate stockpiles prior to aggregate gradation testing. The PMBP type shall be as indicated in the contract. The combining of materials from two or more sources to produce aggregate shall be permitted only when each source meets all applicable quality requirements.

#### 420.221 Gradation and Quality Requirements.

**Table 420-A**  
**PLANT MIX BITUMINOUS PAVEMENT**  
**AGGREGATE CLASSIFICATION**

Sieve Size	Percent Passing			
	A	B	C	D
31.5 mm (1-1/4 in.)	--	--	--	100
25.0 mm (1 in.)	100	--	--	86 – 98
19.0 mm (3/4 in.)	80 – 98	100	--	70 – 90
12.5 mm (1/2 in.)	65 – 85	80 – 98	100	60 – 80
9.5 mm (3/8 in.)	55 – 75	70 – 90	70 – 98	50 – 70
4.75 mm (No. 4)	40 – 55	50 – 65	45 – 70	34 – 54
2.00 mm (No. 10)	30 – 40	32 – 45	30 – 50	22 – 42
425 µm (No. 40)	10 – 20	10 – 22	15 – 25	8 – 22
75 µm (No. 200)	3.0 – 7.0	3.0 – 8.0	4.0 – 8.0	3.0 – 7.0

- A. Aggregate Quality.** For each individual material source, the PMBP coarse aggregate shall have an Aggregate Index of 25.0 or less when calculated in accordance with Section 910.

For aggregate stockpiles, all material passing the 425 µm (No. 40) sieve shall be non-plastic. The amount of crushing shall be regulated so that at least 75%, by dry weight, of the plus 4.75 mm (No. 4) sieve material shall have at least two fractured faces when evaluated by NMDOT Method FF-1 "Fractured Face Determination for Coarse Aggregate." The combined aggregate, excluding RAP, shall have a minimum Sand Equivalent of 45 as determined in accordance with AASHTO T 176 (Alternate Method No. 1).

- B. Fractured Faces.** A face will be considered fractured when at least one-half of the projected particle area exhibits a rough, angular, or broken texture with well defined edges.

**420.222 Quality Acceptance of Aggregate.** Samples will be tested in accordance with Section 910, "Aggregate Index."

**420.223 Production.** When producing aggregates for PMBP, natural fines shall be removed by screening and stockpiled separately. The Contractor shall use as a minimum, the 4.75 mm (No. 4) screen for this operation. The Contractor may use a larger screen if needed to properly control the crushing and screening operation. The aggregate retained on the scalping screen shall then be crushed, separated and stockpiled as specified herein. Crushing operations shall be regulated in a manner that produces material within the specified gradation band. When producing aggregates for PMBP the crushed material shall be separated into at least two stockpiles of fine and coarse aggregates.

**420.224 Stockpiling.** Stockpiles shall be constructed upon prepared sites and when completed shall be neat and regular in shape and so constructed to prevent segregation of the aggregate. Sufficient storage space shall be provided for each size of aggregate. Stockpiles of different types or sizes of aggregate shall be spaced far enough apart, or separated by suitable walls or partitions, to prevent the mixing of the aggregates. The different aggregate sizes shall be kept separated until they have been delivered to the cold feed system feeding the drier. Aggregate shall be deposited in an appropriate place away from vehicular and equipment traffic and shall be stored in a manner to prevent contamination. The storage yard shall be maintained neat and orderly and the separate stockpiles shall be readily accessible for sampling.

**420.225 Combining.** When the crushed materials from the stockpiles are combined, including RAP if used in the mixture, the product of such combination shall meet the gradation requirements. In order to meet the specified mix design criteria, blending sand may be added up to a maximum of 20.0%. Controlled feeders from each stockpile shall be used to blend the materials.

**420.226 Acceptance of Aggregate.** The liquid limit, plasticity index, sand equivalent and fractured face count of PMBP aggregate, excluding RAP, shall be determined from representative samples taken after the aggregate materials have been blended and prior to the addition of hydrated lime and mixing with bituminous material. The test results from these samples will be the basis for acceptance of such aggregate. The Project Manager may sample and test the aggregate at any time during production or stockpiling and/or may request to split samples with the Contractor. For Reclaimed Asphalt Pavement (RAP), aggregate acceptance shall be based on the requirements of subsection 420.27.

**420.23 Bituminous Material.** The type and grade of bituminous material will be specified in the contract. The bituminous materials shall meet the requirements of Section 402, "Bituminous Material, Hydrated Lime and Liquid Anti-Stripping Agents". The asphalt source and grade to be used shall not be changed, after State Material Bureau's issuance or concurrence of the mix design, without written approval of the Department's State Materials Bureau.

**420.24 Hydrated Lime.** Hydrated lime shall conform to the requirements of Section 402.26, "Bituminous Material, Hydrated Lime and Liquid Anti-Stripping Agents".

**420.25 Blending Sand.** Blending sand shall consist of the natural fines from the scalping process, concrete sand, sandy material or a combination of any or all of these that is graded in such a manner that it satisfies the mix design requirements. The need for and actual percentage of blending sand will be determined based on design mix criteria tests developed from samples taken from the Contractor's stockpiles during crushing operations and submitted to an approved testing laboratory. Blending sand may be added up to a maximum of 20.0%.

**420.26 Mineral Filler.** Mineral filler shall conform to the requirements of AASHTO M 17, and shall be approved by the State Materials Bureau. Fly ash shall not be acceptable as mineral filler for PMBP.

**420.27 Reclaimed Asphalt Pavement.** Unless otherwise prohibited in the contract, the Contractor shall have the option of utilizing Reclaimed Asphalt Pavement (RAP) removed under the contract or RAP from an existing stockpile that shall consist of salvaged, milled, pulverized, broken, or crushed bituminous pavement. After sufficient quantities of Reclaimed Asphalt Pavement (RAP) aggregate samples have been obtained from performing AASHTO T 308, aggregate acceptance shall be based upon each fraction of course aggregate having a percent wear of forty (40.0) or less at 500 revolutions when tested in accordance with AASHTO T 96. Additionally, the minimum fractured faces content of the plus 4.75 mm (No. 4) RAP material shall meet the requirements of subsection 420.221 (A). A maximum of 15.0%, by total weight of PMBP mixture, RAP may be used in the production of PMBP mixtures without changing the bituminous material. For RAP percentages greater than 15.0% to a maximum of 25.0%, both the bituminous material's high and low temperature grades shall be lowered one grade (i.e. a PG 76-22 would be lowered to a PG 70-28) and RAP may then be used in the production of PMBP mixtures. The RAP percentages greater than 25.0% shall not be used in the production of PMBP mixtures. RAP shall be processed such that 100% shall pass a 37.5-mm (1-1/2-inch) sieve before introduction into the mixing plant. Dirt, debris, or other objectionable materials shall not contaminate the RAP. The extracted RAP aggregate shall meet all quality requirements of Section 420.221. The contractor shall have the option of utilizing RAP removed under the contract or RAP from an existing stockpile. No additional payment by the Department shall be made to the Contractor if RAP materials are used in the manufacturing process of asphalt mixtures.

**420.28 Mix Design.** The Contractor shall provide a mix design developed by a Department approved testing laboratory. A list of approved testing laboratories is available from the State Materials Bureau. Under special circumstances where the Contractor is unable to obtain a mix design from an approved testing laboratory, the State Materials Bureau may at its discretion perform the mix design. All costs associated with the development of the mix design by an approved testing laboratory, other than the State Materials Bureau, shall be borne by the Contractor. The mix design may be developed at any time after the aggregate production has been stabilized after at least 13,500 metric tons (15,000 tons) or half the estimated quantity, whichever is less, have been produced. At least five independent aggregate gradations test results shall be submitted to the Project Manager from each stockpile. If this data shows considerable variation in the material the contractor shall produce additional material to develop consistency in the test results prior to the development of the mix design. If RAP is to be included in the mix design, all quality control test results specified in subsection 420.27 must be submitted. AASHTO T 164, Method B or Method E shall determine asphalt content of the RAP. The Contractor shall provide a copy of the request to develop a mix design, along with all supporting documents the State Materials Bureau. This submittal shall include the Contractor's suggested aggregate combination and the percentage of RAP, if used. Along with this submittal, the Contractor shall submit copies of all stockpile test results.



If the State Materials Bureau develops a mix design, it may take in excess of 30 working days for the design to be issued. If an approved testing laboratory other than the State Materials Bureau develops the mix design, the design results shall be summarized in a format approved by the State Materials Bureau and submitted to the State Materials Bureau for review and concurrence. The submittal shall include the results of all testing determinations for the individual mix components as well as for the mixture itself. The issuance of a mix design developed by the State Materials Bureau or concurrence by the Department of a mix design developed by another approved testing laboratory shall not relieve the Contractor of full responsibility for producing an acceptable mixture through the plant. The mix design shall be considered as a starting point only and may be adjusted as described in subsection 420.29. All mix designs shall be developed and tested in accordance with procedures established by the State Materials Bureau. The resultant job mix formula gradation shall be within the master range for the specified type of PMBP as described in Table 420-A. A minimum of 1.0% hydrated lime will be required in all mix designs. Lime shall be included in the gradation for establishing the mix design. The mix design for each mixture shall establish a single percentage of aggregate passing each required sieve size and a single percentage of bituminous material to be added to the aggregate. The mix design shall be developed using Marshall apparatus in accordance with AASHTO T 245 as modified by the Department. Specimens shall be compacted by applying 75 blows to each face. The design must provide 3.5% to 4.5% air voids in the resultant design mix for Class B and Class C mixes and 4.0% to 5.0% air voids for Class A and Class D mixes. The minimum acceptable design Marshall Stability shall be 7300 N (1640 lb) for Class B and Class C mixes and 8000 N (1800 lb) for Class A and Class D mixes with a flow of 8 to 16 for all mixes. For Class A and Class D mixes the stability to flow ratio shall be a minimum of 900:1 (200:1). The mix design shall ensure that the gradation is at least 1.0% below the maximum density line of the 0.45 power curve on the 425 $\mu$ m (No. 40) screen. The minimum acceptable retained strength during design, when the PMBP is tested in accordance with AASHTO T 165 and compared to the unconfined compressive strength of a PMBP mixture that does not contain hydrated lime, shall be equal to or exceed 85.0% at 7.0%  $\pm$  1.0% air voids. The Contractor shall provide a mixture that meets all applicable criteria. If tests indicate the need for additives or modifiers not indicated in the Contract, more than 1.0% hydrated lime, or a change in grade or source of binder to satisfy mix design requirements, any additional cost for these items shall be borne by the Contractor. The State Materials Bureau will normally approve a mix design for a period of one year from the date of issue or concurrence. The design may be used or re-issued during that time provided acceptable evidence is submitted to the State Materials Bureau verifying that the component materials have not changed significantly. If a change in sources of materials or crushing operations be made, the Project Manager may require a new laboratory mix design before the new materials may be used. When unsatisfactory results or other conditions make it necessary, the Project Manager may require that a new mix design be developed.

**420.29 Mix Design Adjustment.** All material incorporated into the work shall be evaluated for acceptance in accordance with the Department's current Acceptance and Price Reduction Procedures and subsection 420.73. Material shall be evaluated for



acceptance using the mix design in effect at the time the material was produced. The mix design and/or subsequent field designs may be adjusted as described herein.

**420.291 Job Mix Formula.** The job mix formula (JMF) is defined as the combined aggregate gradation and the percentage of each material component to be used in the mix. The JMF shall comply with all aggregate gradation requirements and shall result in a mix that meets all specified mix design requirements. When hydrated lime is used in the job mix formula, the mix design recommended percentage shall be increased by 0.2% to account for the effective loss of hydrated lime during actual PMBP production. The result of the laboratory mix design developed in accordance with subsection 420.28 is designated as JMF1.

**420.292 Job Mix Formula Adjustment.** The contractor may propose adjustments to the job mix formula in accordance with subsection 920.22, "Job Mix Formula Adjustments".

### **420.3 CONSTRUCTION REQUIREMENTS.**

**420.31 General.** Sufficient storage space shall be provided for each size of aggregate and RAP. The different aggregate and RAP sizes shall be kept separated until they have been delivered to the cold feed system feeding the drier. In placing the coarse aggregate and fine aggregate and RAP in storage or moving it from storage to the cold feed bins, methods which cause segregation, degradation or the combining of materials of different grading shall not be permitted. Segregated or degraded material shall be re-screened or wasted. Should mineral filler material be required, a separate storage and bin feeder shall be provided for the filler material. Aggregates and RAP shall not require prior preparation other than gradation control, except that those containing gravitational water shall be stockpiled and allowed to drain before mixing. After the required amounts of aggregate, RAP (if used), and bituminous material have been introduced into the mixer; the materials shall be mixed until all aggregate particles are completely and uniformly coated with the bituminous material. If it is determined by the Project Manager that excessive uncoated aggregate exists, the Contractor shall take corrective action to remedy the problem. The moisture content of the bituminous mixture at discharge from the mixer shall not exceed 0.5%.

**420.311 Mix Temperature Requirements.** The target temperature of the bituminous mixture at discharge from the mixer shall be as specified on the mix design. The temperature shall not exceed the target temperature by more than 11°C (20°F).

**420.32 Addition of Hydrated Lime.** The hydrated lime shall be added to the entire portion of aggregate in an enclosed pugmill immediately after leaving the cold feed and just before introduction into the dryer drum or aggregate dryer. The hydrated lime shall be added to the aggregate such that loss of hydrated lime is minimal or nonexistent. Placement of the lime on an open conveyor belt will not be permitted. Placement of the lime on an enclosed belt that does not permit blowing or loss of lime is acceptable. A vane feeder shall be located in the outfeed of the lime silo. A flow sensor shall be installed on the discharge from the vane feeder. The sensor shall activate an audible and visual signal at the control panel when lime flow is interrupted. The lime silo shall

be provided with an approved means of metering the lime being added to the mix, at typical discharge rates, to an accuracy of 3.0% or better by weight of the hydrated lime. Approved means for metering lime shall include load cell weighing devices placed beneath each leg of the silo, or a weigh belt feeder between the silo discharge and the pugmill. Other means of metering the addition of lime shall be approved by the Project Manager prior to use. External strain gauges affixed to the legs of the silo will not be permitted. The hydrated lime content shall be controlled within the specification limits per Table 420-C. If load cell weighing devices are used for lime metering, a cast-in-place concrete foundation pad shall support the silo. Grout shall be placed between the foundation and the load cells to ensure intimate contact between the load cell and the foundation. Based on the approved mix design summary, the moisture content of the combined aggregates shall be at the recommended saturated surface dry (SSD) moisture content plus an additional  $1.5\% \pm 0.5\%$  by weight, at the time the aggregate and lime are mixed. The Project Manager may adjust the moisture content of the coarse and fine aggregates to obtain proper coating of the aggregates with hydrated lime and to eliminate dust pollution. The Contractor will provide a method to positively determine the amount of moisture added to lime-aggregate mix.

#### **420.33 Equipment.**

##### **420.331 Mixing Plants.**

- A. Plant Scales.** Scales shall be accurate to 0.5% of the maximum load allowed as per the latest Department of Transportation publication. A licensed scale serviceman shall certify the scales with a copy of the certification submitted to the Project Manager.
- B. Equipment for Preparation of Bituminous Materials.** Tanks for storage of bituminous material shall be equipped to heat and hold the material at the required temperatures. The tank shall be provided with a capability to measure the temperature of the asphalt in the tank. The heating shall be accomplished by approved means and such that no flame shall be in contact with the tank. The circulating system for the bituminous material shall be designed to assure proper and continuous circulation during the operating period. A suitable outlet for sampling bituminous material shall be installed in the line leading from the storage tank to the plant, and provisions shall be made for measuring and sampling the storage tanks.
- C. Feeder for Drier.** The plant shall be provided with accurate mechanical means for uniformly feeding the aggregate into the drier so that uniform production and uniform temperature will be obtained.
- D. Drier.** The plant shall include a system to continuously agitate the aggregate during the heating and drying process. The drier shall be capable of drying and heating aggregate in such a manner as to preclude the mineral aggregate from becoming coated with fuel oil or carbon. If it is determined that the aggregate is coated, the Contractor shall take corrective action, which may include changing type of burner fuel at no additional cost to the Department.

- E. Bins.** The plant shall include storage bins of sufficient capacity to supply the mixer when it is operating at full capacity. Bins shall be arranged to assure separate and adequate storage of appropriate fractions of the mineral aggregates. When necessary, the contractor shall assure positive separation of the bins by the use of separating boards. Separate dry storage shall be provided for hydrated lime. The gates on the bins shall not leak. Bins shall be equipped with low bin warning devices that indicate at the control panel when the bins are low.
- F. Bituminous Material Control Unit.** The Contractor shall provide satisfactory means to obtain the proper amount of bituminous material in the mix within the tolerance specified, either by weighing or metering. The Contractor shall provide means for checking the quantity or rate of flow of bituminous material into the mixer.
- G. Thermometric Equipment.** An approved thermometer with a range in temperature reading from 38 to 204 °C (100 to 400 °F) shall be fixed in the bituminous feed line at a suitable location near the charging valve at the mixer unit. The plant shall also be equipped with another approved thermometric instrument so placed at the discharge chute of the drier as to register automatically the temperature of the heated aggregates or mix as applicable. The record of discharge temperatures will be provided to the Project Manager upon the completion of each week's production and when requested by the Project Manager during the course of production.
- H. Truck Scales.** The bituminous mixture shall be weighed on approved scales furnished by the Contractor or on public scales, in accordance with subsection 109.1, "Measurement of Quantity".
- I.** The contractor shall fully comply with Section 107, "Legal Relations, Environmental Requirements, and Responsibilities to the Public".
- J. Requirements for Batching Plants.**
- 1. Weigh Box or Hopper.** The equipment shall include a means of accurately weighing each size of aggregate in a weigh box or hopper suspended on scales and of ample size to hold a full batch. The gate shall close tightly so that no material is allowed to leak into the mixer while a batch is being weighed. The scales shall be tested in accordance with subsection 109.1, Measurement of Quantity. When RAP is used at a batch plant, it shall be added only at the weigh hopper. The plant shall be modified to permit the RAP material to feed directly into the weigh hopper.
  - 2. Bituminous Material Control.** The equipment used to measure the bituminous material shall be accurate to plus or minus 0.3 percent. The bituminous material bucket shall be a non-tilting type with a loose sheet metal cover. The section of the bituminous line between the charging valve and the spray bar shall be provided with a valve and outlet for checking the meter when the metering device is substituted for a bituminous material bucket.

3. **Mixer.** The batch mixer shall have a batch capacity of not less than 900 kg (2000 lb).

4. **Control of Mixing Time.** The plant shall be capable of adequately controlling mixing time. The mixer shall be equipped with an accurate timing device that will signal the completion of mixing time.

**K. Requirements for Drum Mix Plants.** The drum mixer and necessary auxiliary equipment shall be specifically designed to provide a final product conforming to specifications. Auxiliary equipment to the drum mix plant shall provide the following:

1. Separate cold feed controls for each material.
2. Automatic interlocking device for cold feed, asphalt, and additive.
3. Means for determining moisture content of aggregate and RAP so the dry weight of cold feed can be determined for proper setting of asphalt, and additive flow. The Contractor shall determine the moisture content of the aggregate and RAP at least twice daily and shall adjust the moisture correction equipment accordingly.
4. Means for sampling individual cold feeds and provisions for sequential sampling of aggregate, RAP, asphalt cement, and additives while under full production.
5. Equipment for temperature sensing of mix at discharge and automatic burner controls.
6. A surge storage system having a minimum capacity of 36 metric tons (40 tons) designed and equipped to prevent segregation. The surge storage system bins shall be equipped with adequate mechanical or electrical devices to indicate when bins are less than 1/4 full. The device shall automatically provide an audible or visual warning. The plant shall not be operated unless this automatic system is in good working order.
7. The bin(s) containing fine aggregate and filler, if required, shall be equipped with a device which will prevent any hang-up of material while the plant is operating.
8. A minimum of one cold feed bin will be required for each aggregate fraction used in the mix.
9. The cold feed shall be equipped with adequate mechanical or electrical devices to indicate when the bins are empty or when the cold feed belt is not carrying the proper amount of material. The device shall automatically lock the cold feed belt and provide an audible or visual warning. The plant shall not be operated unless this automatic system is in good working order.



10. A separate cold feed shall be provided for RAP material. RAP shall be introduced into the drum at a location such that it does not come into direct contact with the burner flame.

11. The feeding mechanism shall include an individual belt feeder with a variable speed feeder drive controlled by electronically operated actuators. The bituminous feed control shall be coupled with the total aggregate weight measurement device in such manner as to automatically vary the bitumen feed rate as necessary to maintain the required proportion.

**420.332 Haul Equipment.** Trucks used for hauling bituminous mixtures shall have tight, clean, smooth metal beds that have been thinly coated with a minimum amount of Department-approved release agent to prevent the mixture from adhering to the bed. Diesel fuel shall not be used.

**420.333 Pavers.** Pavers shall be self-contained, self-propelled units, provided with an activated screed or a strike-off assembly, heated if necessary, and capable of spreading and finishing courses of PMBP material to the crowns, widths and thickness as specified in the contract. Pavers shall be operated at a speed no greater than 5 km/h (3 mph). Materials introduced in front of the screed shall maintain a consistent depth to avoid variation in pressure on the screed. The auger box shall be maintained at 1/3 to 2/3 full. Pavers shall be equipped with a receiving hopper with sufficient capacity to affect a uniform spreading operation. The hopper shall be equipped with a distribution system capable of maintaining a uniform amount of mixture in front of the screed. The paver shall be capable of being operated at forward speeds consistent with satisfactory laying of the mixture. The screed shall be adjustable for both height and crown and shall be equipped with a controlled heating device. The screed or strike-off assembly shall produce a finished surface of an even and uniform texture for the full width being paved without tearing, shoving or gouging the mixture. Screeds shall include any strike-off device operated by tamping or vibrating action. The paver shall be equipped with an automatic leveling device controlled from an external guide. The initial pass for each course shall be made using a paver equipped with a 12.0-m (40.0-ft) minimum external reference, except that this requirement will not apply when PMBP is placed adjacent to Portland cement concrete pavement or when short lengths of PMBP placement is required. Subsequent passes and passes adjacent to PCCP shall utilize a matching device of 300-mm (1.0-ft) minimum length riding on the adjacent lay.

**420.334 Compaction Equipment.** The number, weight, and type of rollers furnished shall be sufficient to obtain the required compaction while the mixture is in a workable condition. The selection of roller types shall provide the specified pavement density.

**420.34 Placement Operations.** The PMBP mixture shall be placed on the approved surface, spread and struck off to the grade and elevation established. It shall be spread and compacted in layers as shown on the plans or as directed by the Project Manager. The asphalt paver shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable. The subgrade, base course or bituminous treated base (BTB) upon which the PMBP is to be placed shall be cleaned

of all loose material or other deleterious materials prior to placement of the PMBP. These surfaces shall be free of frozen material and the moisture and density requirements of the applicable section shall be met before placement of the new PMBP. The PMBP may be dumped from the hauling vehicles directly into the paving machine or it may be dumped upon the surface being paved and subsequently loaded into the paving machine; however, no PMBP shall be dumped from the hauling vehicles at a distance greater than 75 m (250 ft) in front of the paving machine. When PMBP is dumped upon the surface being paved, the loading equipment shall be self-supporting and shall not exert any vertical load on the paving machine. Substantially all of the PMBP dumped shall be picked up and loaded into the paving machine. The control system on the paving machine shall control the elevation of the screed at each end either by controlling the elevation of one end directly and the other indirectly through controlling the transverse slope or by controlling the elevation of each end independently, including any screed attachments used for widening, etc., unless otherwise directed by the Project Manager. Failure of the control system to achieve the desired typical section shall be cause for the suspension of the paving operations. When dumping directly into the paving machine from trucks, care shall be taken to avoid jarring the machine or moving it out of alignment. All courses of PMBP shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the Project Manager deems the use of self-propelled paving machines impracticable. Self-propelled paving machines shall spread the PMBP without segregation or tearing within the specified tolerances, true to the line, grade, and crown indicated on the plans. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be dumped, spread and leveled to give the required compacted thickness. When required by the Project Manager, existing surfaces shall be cleaned and a tack coat shall be applied in accordance with Section 407, "Tack Coat".

**420.341 Temperature and Weather Limitations.** PMBP shall not be placed on wet or frozen surfaces or when weather conditions otherwise prevent the proper handling, finishing, and compacting of the PMBP.

**420.35 Compaction.** Immediately after the bituminous mixture has been spread, struck-off and surface irregularities adjusted, it shall be thoroughly and uniformly compacted. The sequence of rolling operations shall provide the specified pavement density. Rolling operations shall not disturb the typical section required by the plans. Rollers shall be operated at speeds less than 5 km/h (3 mph) and slow enough to minimize displacement of the bituminous mixture. The use of equipment that results in excessive crushing of aggregates will not be permitted. Any roller marks resulting from use of a pneumatic roller shall be removed. Any displacement occurring as a result of the reversing of the direction of a roller, or from other causes, shall be corrected immediately. Care shall be exercised in rolling not to displace the line and grade of the edges of the bituminous mixture. To prevent adhesion of the mixture to the rollers, the wheels shall be kept properly moistened with water or water mixed with very small quantities of detergent or other approved material. Excess liquid will not be permitted. Diesel fuel or other petroleum diluents shall not be used for any reason. Along forms,

curbs, headers, walls and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons or with mechanical tampers. On depressed areas, a trench roller or cleated compression strips under the roller may be used to transmit compression to the depressed area. Mixtures that become loose, broken, mixed with dirt, segregated or are defective shall be removed and replaced with fresh hot bituminous mixture, and compacted to conform with the surrounding area, at the Contractor's expense. Areas showing excess or deficiency of bituminous material shall be corrected immediately as directed by the Project Manager.

**420.36 Miscellaneous Paving.** Construction of miscellaneous paving including guardrail pads, slope paving, ditch paving, minor turnouts, bituminous curb, and raised median paving shall be governed by Section 417, "Miscellaneous Paving". Miscellaneous paving as defined in this paragraph shall be excluded from quality assurance testing as described in subsection 420.5.

**420.37 Joints.** Placing of the PMBP shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture. When PMBP is placed over bituminous-treated base or when open-graded friction course is placed over PMBP, longitudinal joints shall be staggered at least 150 mm (6 in.) relative to longitudinal joints of the underlying course. Unless otherwise shown on the plans, all transverse and longitudinal joints shall be tapered in accordance with this specification. Transverse joints shall have at least a 1.0-m (3.0-ft) minimum taper, but in no case shall the taper slope be steeper than 24:1. Longitudinal joints shall have at least a 300-mm (1.0-ft) minimum taper, but in no case shall the taper slope be steeper than 6:1. All transverse tapers shall be cut and squared off prior to commencing new work. Tapered longitudinal joints from previous operations shall be cleaned and tack coated unless otherwise directed by the Project Manager. All joints shall be completely bonded. The surface of each course at all joints shall be smooth and shall not show deviations in excess of 5mm (3/16 in.) when tested with a 3.0-m (10.0-ft) straightedge in any direction. When paving under traffic, the Contractor shall plan the daily surfacing operations on a schedule so that the longitudinal joints are not left exposed longer than seven (7) consecutive calendar days.

**420.38 Surface Tolerances.** The surface of each completed course shall be smooth and shall not show deviations in excess of 3mm (1/8 in.) when tested with a 3.0-m (10.0-ft) straightedge in any direction. All humps or depressions exceeding this tolerance shall be corrected immediately as directed by the Project Manager.

**420.39 Plan Surfacing Depths.** Plan depths, for new and reconstruction projects, shall be monitored and recorded throughout the surfacing operations with methods and at intervals designated by the Project Manager. Should a deficient plan depth of more than 12.5 mm (0.5 inches) become evident and corrections no longer can be applied, the Contractor shall submit a corrective action plan to the Project Manager for review and approval. The Department will pay for the material in-place or up to the planned pavement thickness.

#### **420.4 CONTRACTOR PROCESS QUALITY CONTROL TESTING.**

**420.41 Contractor Quality Control for Materials.** The Contractor is responsible for the quality of materials and construction. The Department reserves the right to obtain samples of any portion of any material at any point of the operation for the Department's use. The Contractor shall implement a quality control and implementation plan that will effectively monitor the operations and provide the Department with timely notice of conditions adverse to the continuous and uniform production of an acceptable product. At the pre-construction conference, the Contractor shall submit the name of the Quality Control Representative to the Project Manager. The Contractor shall also, at that time, submit a quality control and operation plan, including the procedures to be followed in developing, applying and updating the quality control charts, to the Project Manager for approval. This plan shall follow the requirements outlined by the Department. The Contractor shall sample the stockpiled aggregate at a point agreed to by the Project Manager and the mixed material behind the laydown machine and shall conduct testing on those samples in accordance with applicable test procedures. Qualified testing personnel using equipment furnished by the Contractor that meets all applicable ASTM and AASHTO requirements shall accomplish this sampling and testing. The Contractor shall establish a laboratory on the project separate and distinct from the Department's Laboratory and quality assurance facilities. The Contractor shall submit verification that all of the Contractor's equipment meets the applicable standards. Equipment that does not meet the applicable standards shall be removed from the project. Testing for quality control shall be performed under the direct supervision of an individual certified by the State Materials Bureau's Technician Training and Certification Program (TTCP). The certification will be based on demonstration of abilities for test methods and procedures, and a written test. The TTCP Board of Directors in conjunction with the State Materials Bureau and the State Construction Bureau will establish the term and expiration date of certification and requirements for renewal of certification. If a concern arises as to the competence of a certified individual, this concern must be documented in accordance with the TTCP Manual. The TTCP Manual requires a written complaint be addressed to the TTCP Lab Supervisor or State Materials Bureau Chief. The State Materials Bureau through the TTCP will investigate the concern. If this investigation substantiates the concern, disciplinary action such as probation, revocation, or suspension of certification will be implemented in accordance with procedures established by TTCP Board of Directors. The applicable test procedures, performed as described in the State Material Bureau's Technician Training and Certification Program Manual, are as follows:

AASHTO T 2	Sampling Aggregates
AASHTO T 11	Materials Finer Than 75 $\mu\text{m}$ (No. 200) Sieve in Mineral Aggregates by Washing
AASHTO T 27	Sieve Analysis of Fine and Coarse Aggregates
AASHTO T 30	Mechanical Analysis of Extracted Aggregate
AASHTO T 40	Sampling Bituminous Materials
AASHTO T 85	Specific Gravity and Adsorption of Course Aggregate
AASHTO T 87	Dry Preparation of Disturbed Soil and Soil Aggregate
AASHTO T 89	Determining the Liquid Limit of Soils



AASHTO T 90	Determining the Plastic Limit and Plasticity Index of Soils
AASHTO T 146	Wet Preparation of Disturbed Soil Samples for Test
AASHTO T 164	Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
AASHTO T 166	Bulk Specific Gravity of Compacted Bituminous Paving Mixtures Using Saturated Surface-Dry Specimens
AASHTO T 168	Sampling Bituminous Paving Mixtures
AASHTO T 176	Plastic Fines in Graded Aggregates and Soils by use of the Sand Equivalent Test
AASHTO T 182	Coating and Stripping of Bituminous-Aggregate Mixtures
AASHTO T 209	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
AASHTO T 218	Sampling Hydrated Lime
AASHTO T 245	Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
AASHTO T 248	Reducing Field Samples of Aggregate to Testing Size
AASHTO T 255	Total Moisture Content of Aggregates by Drying
AASHTO T 269	Percent Air Voids in Compacted Dense and Open Bituminous Mixtures
AASHTO T 308	Determining the Asphalt Binder Content of Hot Mix Asphalt (HMA) by the Ignition Method
ASTM D 2950	Density of Bituminous Concrete in Place by Nuclear Methods
NMDOT FF-1	Fractured Face Determination for Coarse Aggregate

Using these test procedures, the Contractor's Quality Control Testing shall consist of the following as a minimum:

- A. Stockpile Testing.** The Contractor shall perform gradation tests, sand equivalent tests, liquid limit determinations, plastic limit determinations, and fractured faces determinations on each fraction of aggregate stockpiled at the hot mix plant. The Project Manager shall approve the location for the sampling of stockpiled aggregate. Each fraction of material shall be sampled and tested at the rate of at least one test per 230 metric tons (250 tons) of material produced for the first 1815 metric tons (2000 tons) of production and at least one test per 450 metric tons (500 tons) of material produced after that time.
- B. Asphalt Binder Content and Aggregate Gradations.** The Contractor shall sample the PMBP mixture from behind the paver and shall determine the asphalt content and the aggregate gradation of the sample that is prepared for testing per AASHTO T 308. Additionally, each oven used to perform AASHTO T 308 shall be individually calibrated before its actual use per the latest Department's "Ignition Oven Calibration Factors" procedure. If any Quality Control or Quality Analysis oven has not been properly calibrated per this procedure before actual production of any job mix formula, the Project Manager shall cease all paving operations until such a calibration of all ovens has been completed at no additional cost to the Department for any incurred Contractor delays. This procedure is available through the Department's State Materials Bureau. The material shall be sampled and tested at the rate of at least one test per 900 metric tons (1000 tons) of material produced with

at least two tests per day's production when production exceeds 450 metric tons (500 tons) and a minimum of one test per day when production is less than 450 metric tons (500 tons).

- C. Quality Control Test Submittals.** By noon of the workday after the material has been produced or placed, the Contractor shall deliver to the Project Manager a copy of all test results that were run that day. The Contractor's Quality Control Representative shall also certify that the test results obtained are a true and accurate representation of the material sampled.

The Contractor on the project shall control the aggregate gradations during the production of PMBP such that the maximum variation from the approved job mix formula, using a moving average of three tests, shall comply with the established tolerances of Table 420-B.

**Table 420-B**  
**Aggregate Gradation Variation Allowance**

Sieve Size	Percent Tolerance
Nominal Maximum Sieve and 9.5 mm (3/8 in.) Note (1)	± 5
4.75 mm, 2.00 mm, and 425 µm (No. 4, 10, and 40)	± 4
75 µm (No. 200)	± 1.4

**Note 1:** The "Nominal Maximum Sieve" for a Type A PMBP gradation shall be the 19.0mm (3/4 in) sieve, for a Type B PMBP gradation shall be the 12.5mm (1/2 in) sieve, for a Type C PMBP gradation shall be the 9.5mm (3/8 in) sieve, and for a Type D PMBP gradation shall be the 25.0mm (1 in) sieve.

If the Contractor's production testing indicates that this requirement is not being met, the Contractor shall take corrective action to ensure that the requirement is complied with.

**420.42 Contractor Quality Control for Compaction.** The Contractor shall monitor the compaction process by determining the density of the PMBP with a portable nuclear density test device in conformity with ASTM D 2950. The Contractor from cut pavement samples shall establish the calibration of the portable nuclear device. The density readings of the cut pavement samples shall be determined by the Contractor in accordance with AASHTO T 166 (weight, volume method) and the density readings of the pavement shall be determined by the portable nuclear density test device in conformity with ASTM D 2950 and shall be correlated by the Contractor. The Contractor shall conduct testing at the minimum rate of one per 270 metric tons (300 tons) and shall furnish all test results to the Project Manager. It is intended that quality control density testing be done while the bituminous mixture is hot enough to permit further compaction if necessary. Rolling for any compactive effort will not be allowed beyond the point at which it becomes ineffective or damage begins to occur. Additionally, use of vibratory mode will not be permitted when the temperature of the mix is below 93°C (200°F).

**420.43 Suspension of Operations.** If the test results for the properties listed in subsection 420.5, Department Quality Assurance Testing, indicate that the material fails to meet the specification requirements for a period of one (1) day or 1360 metric tons (1500 tons), the Contractor shall initiate corrective action. If the PMBP material further fails to meet the specifications for a total of two (2) consecutive days or a maximum total production of 2720 metric tons (3000 tons) of PMBP, the Project Manager shall halt the production of PMBP. The gradation information obtained by the Contractor shall be used by the Contractor to determine the causes or factors that may be a contribution to the problem and to determine a solution to the problem. The Contractor shall propose a plan to solve the problem. Approval of the plan must be obtained from the Project Manager before resumption of paving operations. Upon approval of the proposed plan, the Contractor may resume operations to determine if the actions taken have corrected the problem. The Contractor shall limit production to 900 metric tons (1000 tons) that will be tested in 450-metric-ton (500-ton) increments. If that testing indicates that the problem has been corrected, the Contractor may resume full operations. If the problem has not been corrected, further trial runs and testing as described herein will be required. The Contractor shall produce material in substantial compliance with all specification requirements, regardless of whether the requirements are used for acceptance and/or price reduction determination. Evaluation of test results for specification compliance and treatment of material that does not meet specifications will be done in accordance with Section 920. All material that is rejected shall be removed and replaced with specification material at the Contractor's expense. All material that is rejected shall be removed and replaced with specification material at the Contractor's expense and the Department shall not grant additional contract time.

**420.44 Project Verification Testing.** Project verification sampling and testing shall be performed by the Department to assure that the Contractor's field personnel are using correct and accurate procedures and proper equipment. The Department's personnel on split samples furnished to the Department by the Contractor shall perform project verification testing. Samples taken for verification testing will be obtained and split by the Contractor's technicians and witnessed by Department personnel.

#### **420.5 DEPARTMENT QUALITY ASSURANCE TESTING.**

**420.51 Department Quality Assurance Testing for PMBP Mix.** Acceptance will be based on tests made from stratified random samples taken after the PMBP has been placed on the roadbed and before compacting. After the mix design has been issued, the Contractor shall control the mixture production on the project such that the tolerances of Table 420-C are met. The Department will conduct quality assurance sampling, testing, and monitoring to insure that the Contractor provides a mix that meets the tolerances. The Department, in accordance with its Minimum Acceptance Testing Requirements, will conduct this testing. Acceptance test results will be provided to the Contractor's Quality Control Representative or designee by the end of the following workday after the samples are taken.

**Table 420-C**

### Acceptance Testing Tolerances

Characteristic	Specification Limit	
	Lower	Upper
Marshall Stability (Class A and D)	8,000 N (1,800 Lbs)	---
Marshall Stability (Class B and C)	7,300 N (1,640 Lbs)	---
Marshall Flow	8	16
Stability/Flow Ratio (Class A and D Only)	900:1 (200:1)	---
Air Voids	T.V. - 1.60%	T.V. + 1.60%
Asphalt Content (Ignition Oven)	T.V. - 0.5%	T.V. + 0.5%
Hydrated Lime Content (Strap)	T.V. - 0.2%	T.V. + 0.2%
Nominal Maximum and 9.5 mm (3/8 in.) Sieves	T.V. - 5%	T.V. + 5%
4.75 mm (No. 4), 2.00 mm (No. 10), and 425 $\mu$ m (No. 40) Sieves	T.V. - 4%	T.V. + 4%
75 $\mu$ m (No. 200) Sieve	T.V. - 1.4%	T.V. + 1.4%

Target Value (T.V.) shall be obtained from the approved Job Mix Formula.

The Department shall sample the PMBP mixture from behind the paver and shall determine the asphalt Content and the aggregate gradation of the sample that shall be prepared for analysis per AASHTO T 308. Additionally, each oven used to perform AASHTO T 308 shall be individually calibrated before its actual use per the latest Department's "Ignition Oven Calibration Factors" procedure. If any Quality Control or Quality Analysis oven has not been properly calibrated per this procedure within two (2) days of actual production of any job mix formula, the Project Manager shall cease all paving operations until such a calibration of all ovens has been completed at no additional cost to the Department for any incurred Contractor delays that are directly related to this issue. Also, all PMBP material that is produced during this time period is produced at the Contractor's risk of price reduction or removal per the outcome of actual testing results. This procedure is available through the Department's State Materials Bureau.

**420.52 Department Quality Assurance Testing for Compaction.** The PMBP shall be divided into acceptance sections or lots of 1360 metric tons (1500 tons) or one day's production, whichever is less, for the purpose of defining areas represented by each series of acceptance tests. The Department may use a stratified random sampling plan to enhance the quality of acceptance sampling and testing. The density of each acceptance section or lot will be evaluated by a minimum of three cut pavement samples taken in conformity with AASHTO T 166 at randomly selected sites within the test section. The cut pavement samples shall be taken and prepared by the Contractor for testing. Department personnel shall do the testing. The Contractor shall core each lift of the PMBP full-depth in accordance with applicable AASHTO and Department procedures. All questions arising from the sampling operation, including the diameter of core samples will be decided by the Project Manager. The Contractor shall identify each core sample with a location marking and deliver all core samples to the test site



within the time specified by the Project Manager. The mean density obtained for all tests in each acceptance section or lot shall be at least 93.00% of the theoretical maximum density as determined from AASHTO T 209. In addition, each individual test value obtained within an acceptance section or lot shall be at least 90.00% of the theoretical maximum density and shall not exceed 98.00% of the theoretical maximum density. In the event an individual test result falls below 90.00% or exceeds 98.00% of the theoretical maximum density, the Assistant District Engineer shall determine the disposition of the material represented by the test.

#### **420.6 METHOD OF MEASUREMENT.**

**420.61** PMBP Complete will be measured by the metric ton (Ton).

**420.62** Plant mix bituminous pavement will be measured by the metric ton (Ton). Bituminous material and hydrated lime will be measured according to Section 402 "Bituminous Material, Hydrated Lime, and Liquid Anti-Stripping Agents".

**420.63** Plant mix bituminous pavement will be measured by the square meter (square yard). When plant mix bituminous pavement is to be measured by the square meter (square yard), the average width of the PMBP in place will be used in computing the quantities. The length used in computing the area shall be station to station along the centerline of the roadway. All dimensions shall be as shown on the typical section of the plans.

**420.64** PMBP sampling and testing by the Contractor will be measured by the lump sum, unless otherwise stated.

#### **420.7 BASIS OF PAYMENT.**

**420.71** PMBP Complete will be paid for at the contract unit price per metric ton (ton).

PMBP Complete will constitute full compensation for all materials, labor, tools, equipment, and appurtenances necessary to complete the work as directed by the Project Manager. Materials shall be considered to include all aggregate, bituminous material, filler, or hydrated lime, and other additives or modifiers as required.

**420.72** Plant mix bituminous pavement will be paid for at the contract unit price per metric ton (ton).

Bituminous material and hydrated lime will be paid for by the metric ton (ton) according to SECTION 402 - BITUMINOUS MATERIAL, HYDRATED LIME, AND LIQUID ANTI-STRIPPING AGENTS.

**420.73** PMBP sampling and testing by the Contractor will be paid for at the lump sum contract price, unless otherwise stated. PMBP Sampling and Testing by the Contractor shall include providing all cut pavement samples and density testing.

**420.74** Plant mix bituminous pavement will be paid for at the contract unit price per square meter (square yard).

When plant mix bituminous pavement by the square meter (square yard) is called for in the contract, the accepted quantities complete in place will be considered full compensation for all materials, labor, tools, equipment, ***PMBP Sampling and Testing by the Contractor***, and any appurtenances necessary to complete the work as directed by the Project Manager. Materials shall be considered to include all aggregate, bituminous material, hydrated lime, filler and other additives or modifiers as required.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
PMBP Complete	Metric Ton (Ton)
Plant-Mix Bituminous Pavement (PMBP)	Metric Ton (Ton)
_____ Bituminous Material *	Metric Ton (Ton)
Hydrated Lime *	Metric Ton (Ton)
PMBP Sampling and Testing by the Contractor	Lump Sum
Plant-Mix Bituminous Pavement (PMBP)	Square Meter (Square Yard)

\* Bid items to be paid under the 402 prefix as indicated in the bid schedule

**420.75 Price Adjustments.** If the State Materials Bureau and the contractor agree that a change in the source of asphalt during construction is beneficial to the quality of the bituminous mix, a change in unit price based on the difference in invoice prices for the different grades of asphalt will be effected. No change in unit prices will be made when the source of asphalt is changed at the request of the Contractor. Price reductions due to out of specification material being placed will be deducted from the unit price for the item in accordance with the Department's current Acceptance and Price Reduction Procedures.

**420.751 Price Adjustment for Roadbed Density.** The payment of the unit price will be adjusted for roadway density as outlined in Table 420-D. The adjustment will be applied on a lot-by-lot basis for each lift. The adjustment will be based on the average of all density tests for the lot. The price adjustment will be applied only to the pay item for PMBP.

**Table 420-D**  
**PRICE ADJUSTMENTS FOR ROADWAY DENSITY**

<b>Average Density</b>	<b>Percent of Contract Price to be Paid</b>
Above 98.00	*
97.00 – 98.00	90%
96.00 – 96.99	95%
95.00 – 95.99	100%
94.00 – 94.99	102%
93.00 – 93.99	100%
92.00 – 92.99	95%
91.00 – 91.99	90%
90.00 – 90.99	80%
Less than 90.00	*

\* This lot shall be removed and replaced. In lieu thereof, the Contractor and the Assistant District Engineer may agree in writing that it is in the best interest of the Department that the lot not be removed but instead be paid for at 50% of the contract price.

**420.76 Partial Payments for Testing and Sampling by the Contractor.** Partial payments will be made according to the percentage of sampling and testing completed as determined by the Project Manager. Before commencement of sampling and testing on the project, the Project Manager will determine and notify the Contractor of the percentages of sampling and testing to be paid for as certain phases of the sampling and testing are completed.

**CITY OF GALLUP  
COST PROPOSAL  
FORMAL BID NO. 1313**

Item No.	Description	Unit	Quantity	Unit Price	Amount
1.	Plant Mix Bituminous Pavement per Section 420 SSHBC Aggregate Classification A, F.O.B. Plant	Tons	4,000		\$ _____
2.	Plant Mix Bituminous Pavement per Section 420 SSHBC Aggregate Classification B, F.O.B. Plant	Tons	2,000		\$ _____
3.	Plant Mix Bituminous Pavement per Section 420 SSHBC Aggregate Classification C, F.O.B. Plant	Tons	500		\$ _____
4.	Bituminous Treated Base per Section 301 SSHBC with HFE 300 ½" Aggregate Size, F.O.B. Plant	Tons	400		\$ _____
5.	Delivery Charge, per <i>Ton Mile</i> to destinations within Gallup City Limits, 15 Minute Unload Time Allowance Alignment, <b>Minimum 1 Ton Quantity (1-49 Tons)</b>	Ton Mile	100		\$ _____
6.	Delivery Charge, per <i>Ton Mile</i> to destinations within Gallup City Limits, 15 Minute Unload Time Allowance, <b>Minimum 50 Ton Quantity (50+ Tons)</b>	Ton Mile	100		\$ _____
<b>TOTAL ALL OR NONE ITEMS 1 – 6</b>					<b>\$ _____</b>

**Bid may be awarded as a multiple source award and on a total all or none basis for Items 1-6 above**

**ADDITIONAL PRICING (not a factor in the award):**

DELIVERY CHARGE PER TON MILE TO LOCATIONS  
**OUTSIDE THE CITY LIMITS BUT WITHIN MCKINLEY COUNTY**      \$ \_\_\_\_\_ PER TON MILE



**TAXES:** All bid prices shall exclude taxes. The City will pay any applicable taxes due at the applicable tax rate based upon billing submitted by the Vendor. Taxes shall be shown as a separate line item on Vendor's invoices. The City is non-taxable on tangible goods.

Contractor Name: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

F.O.B.: **Contractor's Plant Site**

Delivery ARO: \_\_\_\_\_

Contractor's Plant Site Address where Materials may be picked up:

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signed By: \_\_\_\_\_

Name Printed or Typed

\_\_\_\_\_

Signature

**AMENDMENTS:** BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMMENDMENTS:

AMENDMENT No. \_\_\_\_\_ Date \_\_\_\_\_ Initials: \_\_\_\_\_

AMENDMENT No. \_\_\_\_\_ Date \_\_\_\_\_ Initials: \_\_\_\_\_

AMENDMENT No. \_\_\_\_\_ Date \_\_\_\_\_ Initials: \_\_\_\_\_

Failure to acknowledge receipt as provided above may be sufficient grounds for disqualification of the bidder and rejection of his proposal. It shall be the contractor's responsibility to become fully advised of all addenda prior to submitting a bid.

**Bidder's Checklist of Submittal Documents**

**-Resident Veterans Certification form (if Applicable), Page 14**

**-Bidders MUST include a Copy of their New Mexico Resident Business or New Mexico Resident Veteran's Business Certificate issued by the State Taxation and Revenue Dept. (if applicable), to qualify for application of the State Preference to the bid)**

**-Cost Proposal, Pages 36 & 37**

**-Acknowledge Receipt of Amendments (if any) , Page 37**

**-Exceptions to Specifications, Page 38**

**-A current IRS Form W-9**

## EXCEPTIONS TO SPECIFICATIONS

CITY OF GALLUP  
PURCHASING

**FORMAL BID NO. 1313**

IN THE INTEREST OF FAIRNESS AND SOUND BUSINESS PRACTICE, IT IS MANDATORY THAT YOU STATE ANY EXCEPTIONS TAKEN BY YOU TO OUR SPECIFICATIONS.

IF YOUR BID DOES NOT MEET ALL OF OUR SPECIFICATIONS, YOU MUST SO STATE ON THE SPACES PROVIDED BELOW. ATTACH ADDITIONAL PAGES AS NECESSARY.

[illegible]

IF YOUR BID DOES NOT MEET OUR SPECIFICATIONS, AND YOUR EXCEPTIONS ARE NOT LISTED ABOVE IN THE SPACES PROVIDED, THE CITY OF GALLUP MAY DISREGARD YOUR BID.

SIGNED: \_\_\_\_\_  
I DO MEET SPECIFICATIONS

I DO NOT MEET SPECIFICATIONS AS LISTED IN  
THIS BID; EXCEPTIONS ARE NOTED ABOVE

**(SIGN ONE OF THE ABOVE)**